

February 29, 2000

«Architect»

«Address»

«City_» «State» «Zip_Code»

Attention: «name»

SUBJECT: REQUEST FOR PROPOSALS
TAXIWAY C AND D RELOCATION PROJECT
PROJECT NO. 00180

The County of San Bernardino (County) Architecture & Engineering Department (Department), on behalf of the Board of Supervisors, is soliciting written proposals from qualified Consultants to perform, QA survey, QA material testing and construction management services for the reconstruction and displacement of Taxiway 'C' and Taxiway 'D' (Project No. 00180) at the Chino Airport. A project description is attached. The County reserves the right to change the Scope of Work for the project.

The proposals will be evaluated based on each firm's qualifications, background, past experience with similar projects, project approach, intentions to include disadvantaged business firms in the project and relevant experience of the project team and as indicated in Article XI.

From the proposals submitted, three to five firms will be selected to make a brief presentation of their proposals the week of April 17, 2000 after which a final selection will be made. The successful consultant will be selected on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.

After selection of the most qualified consultant, the County will define the required scope of work and attempt to negotiate an appropriate fee. **No fee should be included with the proposal.** If negotiations on the fee proposal from the most qualified firm are not successful, the County will seek to execute a contract with the second most qualified firm.

If your firm is interested in this project, please submit a complete statement of qualifications, including company background, past experience with similar projects, project approach, relevant experience of the project team, description of project scope as understood by your firm, and other documentation as specified herein.

A non-mandatory site visit will be conducted on Thursday, March 16, 2000 at 10:00 a.m. at the Chino Airport. Interested Consultants should meet at the Airport Managers office on Cal Aero Drive off of Merrill Avenue in Chino, CA.

This request for proposals does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so.

Proposals (six copies) must be received by 5:00 p.m., Thursday, March 30, 2000, at the Department of Architecture & Engineering, 385 North Arrowhead Avenue, Third Floor, San Bernardino, CA 92415-0184, Attention: Mr. Bob Marlin. Late proposals will not be considered.

If you have any questions, please call Bob Marlin at (909) 387-5383, Fax (909) 387-5050.

RICHARD A. BAKER, Director
Architecture & Engineering Department

RAB:BM:js
Enclosures (2)

1. Project Description and Consultant Requirements
2. Airport Map

cc: Robert Olislagers, Director, Airports Department
Ken Taylor, Chief BCE, A&E
Bob Marlin, Project Manager, A&E

PROJECT DESCRIPTION AND CONSULTANT REQUIREMENTS

I. SCOPE OF WORK:

Services required as part of this RFP:

The County wishes to contract with a qualified consultant to serve as Construction Manager for the relocation project identified below. As a minimum, the Consultant will be responsible to act on behalf of the County as resident engineer and inspector, perform QA survey services and QA material testing. All Contractor direction shall be through the Construction Manager during actual construction.

The following is a description of the subject project:

The project consists of reconstruction of Taxiway 'C' north of Runway 8L/26R and Taxiway 'D' west of Runway 3/21 at the Chino Airport (see the attached Airport Map). The project may be bid and constructed as one or two separate projects depending on allocation of funding. The relocation of the taxiways is necessary to provide required FAA runway/ taxiway separations and to ensure proper pavement strength for the class of planes currently allowed on the airfield. This project is currently being designed by Kennedy Jenks Consultants and is funded in part by matching FAA funds.

II. PERSONNEL:

The Consultant shall describe their efforts to include minority and women business enterprises in the project.

The Consultant shall designate in their proposal, a Project Consultant who will serve as the primary contact person for the County for the duration of the project. All personnel shall be adequately qualified, certified and/ or licensed as applicable for their assigned duties.

List any sub-consultants to be used during the term of this project and include qualifications, education and relevant experience.

III. INDEMNIFICATION:

The Consultant agrees to indemnify, defend and hold harmless the Department, the County and their authorized agents, officers, volunteers and employees against any and all claims arising from Consultant's acts or omissions and for any costs or expenses incurred by the Department, County or Consultant on account of any claim therefore. In order to accomplish the indemnification herein provided for, but without limiting the indemnification, the Consultant shall secure and maintain throughout the term of the contract the following types of insurance with limits as shown:

- **Workers' Compensation** - A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount or form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability

with \$250,000 limits, covering all persons providing services on behalf of the consultant and all risks to such persons under this Agreement.

- **Comprehensive General and Automobile Liability Insurance** - This coverage to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy shall have combined single limits for bodily injury and property damage of not less than one million dollars (\$1,000,000).
- **Errors and Omissions Liability Insurance** - Combined single limits of \$1,000,000 for bodily injury and property damage and \$3,000,000 in the aggregate or
- **Professional Liability** - Professional liability insurance with limits of a least \$1,000,000 per claim or occurrence.

Consultant shall immediately furnish certificates of insurance and within sixty (60) days provide certified copies of all policies and endorsements to the Department evidencing the insurance coverage above required prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department and shall maintain such insurance from the time Consultant commences performance of services hereunder until the completion of such services.

All policies, with respect to the insurance coverage above required, except for the Workers' Compensation insurance coverage and professional liability coverage, if applicable, shall obtain additional endorsements naming the Department, County, their employees, agents, volunteers and officers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

The Consultant shall require the carriers of the above required coverages to waive all rights of subrogation against the Department, County, their officers, volunteers, employees, contractors and subcontractors.

All policies required above are to be primary and non-contributing with any insurance or self-insurance programs carried or administered by the Department or County.

IV. COMPANY QUALIFICATIONS:

The Consultant shall furnish detailed information on references, as well as background and experience with projects of a similar type and scope to include as a minimum:

- A. A brief history of the firm.
- B. A listing of clients for the past two years. Indicate for each, the scope of services performed, the type of project and a name, address and phone number.
- C. A listing of participating personnel with their qualifications and experience.

V. COMPENSATION:

Payment shall be made not more often than every 30 days.

VI. CONSULTANT RESPONSIBILITIES:

The Consultant shall describe their understanding of the project scope, their proposed approach to performing the work and acknowledge in their proposal acceptance of requirements contained in this Request for Proposal.

The Consultant shall review the Plans and Specification as to their constructability prior to bidding, provide construction management relative to contractor's operations, inspect all construction work, approve all contractor pay submittals, perform QA material testing, QA surveying and act as an intermediary between the Contractor, the County and the County hired Engineer/Designer.

The services to be rendered by the Consultant shall consist of all such services as are customarily rendered for such projects, and as detailed in the attached sample Standard Contract.

VII. CONSTRUCTION BUDGET:

The construction budget, established by the County is \$6,000,000 to be completed through two separate construction packages.

VIII. SCHEDULE:

The Consultant shall submit a schedule of services. This first phase of the project is anticipated to bid in the summer of 2000 with construction to begin in September of 2000. A second phase of construction (which will be included in the CM contract) will follow after receipt of additional grant funding from the FAA

IX. FUNDING AND FEDERAL CONTRACT REQUIREMENTS:

This project is funded in part by a Federal Aviation Administration Grant and so all contracts must be per federal guidelines for such.

The following are some of the Federal Requirements for contracts funded in part by Federal Aviation Administration and are brought to the Proposer's attention.

1. The proposed contract is under and subject to Executive Order 11246, as amended, of September 24, 1965, and to the Equal Employment Opportunity (EEO) and Federal Labor Provisions.
2. All labor on the project shall be paid no less than the minimum wage rates established by the U.S. Secretary of Labor.
3. Each Proposer must supply all the information required by the bid documents and specifications.

4. To be eligible for award, each proposer must comply with the Federal and County affirmative action requirements.
5. Disadvantaged business enterprises (DBEs) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 apply to this agreement.

Women will be afforded equal opportunity in all areas of employment. However, the employment of women shall not diminish the standards of requirements for the employment of minorities.

6. All solicitations, contracts, and subcontracts resulting from projects funded under the AIP must contain the foreign trade restriction required by 49 CFR Part 30, Denial of Public Works Contracts to Suppliers of Goods and Services of Countries That Deny Procurement Market Access to U.S. Contractors.

X. COUNTY RESPONSIBILITIES:

The County shall make available to the Consultant all pertinent data that is in the County's possession in the condition it exists.

The County has hired a Consultant to prepare plans and specifications for the project. The bid package and solicit for Bids shall be by the County. The County shall include in the contractor's bid the responsibility to provide construction offices for the Construction Manager with minimal furnishing and utilities.

All official changes to the Construction Contract will be prepared and approved by the County.

Proposal preparation and associated direct costs are the sole responsibility of the Consultant and will not be reimbursed by the County.

XI. CONSULTANT SELECTION:

The successful Consultant will be selected on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required as follows:

- A. Responsiveness to RFP.
- B. Professional reputation of firm.
- C. Experience with Airport and FAA construction projects.
- D. Experience with publicly bid projects.
- E. Adequacy of firm's support staff or sub-consultants.
- F. Satisfaction of current/past clients.
- G. Depth and breadth of experience relative to this project.
- H. Proven experience in meeting schedules.
- I. Accuracy of firms cost estimates.
- J. Experience with the local Federal Aviation Administration office.

All Consultants will be rated on this basis. After selection of the most qualified consultant, the County will define the required scope of work and attempt to negotiate an appropriate fee. If negotiations on the fee proposal from the most qualified firm are not successful, the County will seek to execute a contract with the second most qualified firm.

XII. SUBMITTAL REQUIREMENTS:

The proposal must be signed by the individual or official of this firm who has the power to bind the firm contractually.

No fee should be included with the proposal.

Do not submit more than 12 pages. Submittals containing more than 12 pages (not including cover sheets) will not be considered.

XIII. CHILD SUPPORT COMPLIANCE PROGRAM

The County of San Bernardino established a Child Support Compliance Program. (County Code Section 110.0101 et seq.) The Program is intended to assist the District Attorney (DA) in locating County employees, contractors and business licensees who owe child, family, and spousal support obligations. This Program is designed to enhance the welfare of dependents by ensuring that those who owe a duty of support are held accountable for their responsibilities, in order to mitigate the County's resultant financial burden.

At the time of each bid submission (Master and Fixed Priced contracts must comply at the initial award only) to the soliciting County department, bidders must submit separately to the DA a completed Principal Owner Information Form (POI) provided by the County. Additionally, bidders or proposers shall submit along with a bid or proposal to a soliciting County department certifications that: 1) the POI Form has been appropriately completed and provided to the District Attorney with respect to the Contractor's Principal Owners; 2) the Contractor has fully complied with all applicable State and Federal reporting for its employees; and 3) the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to maintain compliance. Such certification must be submitted on the Child Support Compliance Program Certification (CSCP Certification) provided by the County.

Failure by a bidder or proposer to submit the CSCP Certification prior to award of contract or issuance of a purchase order (which includes certification that the POI Form has been submitted to the DA) to the soliciting County department shall be grounds for a finding that a bid, proposal, or other offer is non-responsive.

XIV. RIGHT TO REJECT PROPOSALS:

This request for proposals does not commit the County to award a contract. The County reserves the right to accept or reject any or all proposals if the County determines it is in the best interest of the County to do so.

XV. PROPOSER'S COST:

Proposer agrees that all costs incurred in developing this proposal are the Proposer's responsibility.

XVI. INDEPENDENT CONTRACT:

In the performance of the Contract, Consultant, its agents and employees, shall act in an independent capacity and not as officers or employees of the County of San Bernardino.

XVII. CHANGES TO CONTRACT:

Consultant agrees any alterations, variations, modifications, or waivers of provisions of the Contract shall be valid only when they have been reduced to writing, duly signed and approved by the required persons and organizations.

Revised 2/2000